



United States Department of the Interior

BUREAU OF RECLAMATION MID-PACIFIC REGION

PUTAH RESOURCE AREA - LAKE BERRYESSA
5520 Knoxville Road
Napa, California 94558

IN REPLY
REFER TO:

OPERATIONAL POLICY NO. 14

POLICY ON LONG-TERM RECREATIONAL SITE PERMIT MANAGEMENT AND ADMINISTRATION

A. Application:

This policy applies to Federal land and water areas at Lake Berryessa developed for recreational purposes and operated under concession agreements.

B. Authority:

This policy is adopted pursuant to Public Law 93-493, Sections 601 and 602, which in part, provides for the Bureau of Reclamation (Reclamation) to administer the Federal land and water areas at Lake Berryessa in such a manner that will best provide for public recreational use and enjoyment; to implement corrective procedures when necessary; and to make such rules and regulations as are necessary to carry out the provisions of the Public Law. This policy is further adopted pursuant to each concession agreement.

C. Definitions:

Trailer - A mobile home or travel trailer placed on a designated or developed long-term recreational site.

D. Policy:

Through its concession agreements with various resort concessionaires at Lake Berryessa, Reclamation has authorized development of long-term recreational sites for the placement of trailers. This policy sets forth criteria (attachment no.1) for the issuance of Permits, by and between the concessionaire and Permittee, for the use of such long-term recreational sites.

APPROVED: 6/16/94

S/Mike Petrinovich

Acting Chief, Recreation Division

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ATTACHMENT NO. 1
LONG-TERM RECREATIONAL SITE
PERMIT MANAGEMENT AND ADMINISTRATION CRITERIA

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A. PERMIT

1. Required contents in writing

The permit shall be in writing and shall contain the following:

- (a) The term of the permit and the fees therefor;
- (b) The rules and regulations of the resort;
- (c) A copy of the text of this policy shall be attached as an exhibit and shall be incorporated into the permit by reference;
- (d) A provision specifying that (1) it is the responsibility of the concessionaire to provide and maintain physical improvements in the common facilities in good working order and condition and (2) with respect to a sudden or unforeseeable breakdown or deterioration of these improvements, the concessionaire shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after the concessionaire knows or should have known of the breakdown or deterioration. For purposes of this policy, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay;
- (e) A description of the physical improvements to be provided the permittee during the term of his or her permit;
- (f) A provision listing those services which will be provided at the time the permit is executed and will continue to be offered for the term of the permit and the fees, if any, to be charged for those services; and,
- (g) A provision stating that the concessionaire may charge a reasonable fee for services relating to the maintenance of the land and premises upon which a trailer is situated in the event the permittee fails to maintain the land or premises in accordance with the rules and regulations of the resort after written notification to the permittee and the failure of the permittee to comply within 30 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by the concessionaire if the services are performed by the concessionaire or its agent.

2. Permits exempt from rent regulation

- (a) Permits issued under the criteria of this policy shall be exempt from any ordinance, rule, regulation, or initiative measure adopted by any local governmental entity which establishes a maximum amount that a landlord may charge a tenant for rent. The terms of a permit issued

under this policy shall prevail over conflicting provisions of an ordinance, rule, regulation, or initiative measure limiting or restricting rents in resorts.

(b) Permits subject to this policy shall meet all of the following criteria:

(1) The permit may be renewed on a month by month basis, provided that, the permittee is in full compliance with the terms and conditions of the permit;

(2) The permit shall be entered into between the concessionaire and a permittee for the personal and actual recreational use of the permittee; and,

(3) The permittee who executes a permit offered pursuant to this policy may void the permit by notifying the concessionaire in writing within 72 hours of the permittee's execution of the permit.

3. Discrimination

Issuance of a permit in a resort shall not be denied on the basis of age, race, color, religion, sex, national origin, ancestry, or marital status.

4. Resort rules and regulations

The concessionaire, and any person employed by the resort or authorized to live in the resort, shall be subject to, and comply with all resort rules and regulations, to the same extent as permittees and their guests.

5. Common area facilities -- hours of operation

Each common area facility shall be open or available to permittees at all reasonable hours and the hours of the common area facility shall be posted in a conspicuous public space at the entrance to the resort.

B. RULES AND REGULATIONS

1. Amendments -- notification to permittees

(a) When the concessionaire proposes an amendment to the resort's rules and regulations, the concessionaire shall meet and confer with the permittees in the resort, their representatives, or both, after written notice has been given to all the permittees in the resort 30 days before the meeting. The notice shall set forth the proposed amendment to the resort rules and regulations and shall state the date, time, and location of the meeting.

(b) Following the meeting with the permittees, the amendment to the resort rules and regulations may be implemented, upon written notice of not less than six months.

(c) Written notice to a permittee whose permit commences within the required period of notice of a proposed amendment to the resort's rules and regulations under section (b) shall constitute compliance with this section where the written notice is given before the inception of the permit.

2. Right to entry

(a) Except as provided in section (b), and notwithstanding any other provision of law to the contrary, the concessionaire and administering agency shall have no right of entry to a trailer without the prior written consent of the permittee. Such consent may be revoked in writing by the permittee at any time. The concessionaire and administering agency shall have a right of entry upon the land upon which a trailer is situated for general maintenance or inspection of: a) utilities and the land; b) other site improvements in accordance with the rules and regulations of the resort when the permittee fails to so maintain the improvements; and, c) protection of the resort at any reasonable time, but not in a manner or at a time which would interfere with the permittee's quiet enjoyment of the site.

(b) The concessionaire and administering agency may enter a trailer without the prior written consent of the permittee in case of an emergency or when the permittee has abandoned the trailer.

3. Concession Agreement -- notification to permittees

(a) The concessionaire shall give written notice to all prospective permittees concerning the following matters:

(1) The resort operates under the terms and conditions of a concession agreement with the Bureau of Reclamation; and,

(2) The duration of the concession agreement under which the concessionaire operates.

(b) If a change occurs concerning the concession agreement, all permittees shall be given written notice within 30 days of that change. A prospective permittee shall be notified prior to the inception of the permit.

4. Name of concessionaire -- required posting

The concessionaire shall disclose, in writing, the name, business address, and business telephone number of the concessionaire in a conspicuous public space at the entrance to the resort.

5. Administering Agency -- required posting

The concessionaire shall post on a sign the name, address, and phone number of the Administering Agency in a conspicuous public space at the entrance to the resort.

6. Notice requirements for utility service interruption

The concessionaire shall provide permittees at least 7 days advance notice of an interruption in utility service of more than two hours for the maintenance, repair, or replacement of facilities or utility systems over which the concessionaire has control within the resort, provided that the interruption is not due to an emergency.

"Emergency," for purposes of this section, means the interruption of utility service resulting from an accident or act of nature, or cessation of service caused by other than the concessionaire's regular or planned maintenance, repair, or replacement of utility facilities.

C. USE FEES AND CHARGES

1. Notice of fee increase

The concessionaire shall give a permittee 60 days written notice of any increase in his or her fees.

2. Authorized fees

A permittee shall not be charged a fee for other than use of a site, utilities, and other actual services provided.

3. Written notice for unauthorized fees

(a) A permittee shall not be charged a fee for services actually rendered which are not listed in the permit unless he or she has been given written notice thereof by the concessionaire, at least 60 days before imposition of the charge.

(b) Those fees and charges specified in section (a) shall be separately stated on any monthly or other periodic billing to the permittee. If the fee or charge has a limited duration or is amortized for a specific period, the expiration date shall be stated on the initial notice and each subsequent billing to the permittee while the fee or charge is billed to the permittee.

4. Guests

(a) The concessionaire may charge a fee for a guest of a permittee. Such a guest shall register with the concessionaire.

(b) Permittees may be held responsible for the actions of their guests.

5. Entry, installation or hookup fees; landscaping and maintenance charges

(a) A permittee shall not be charged a fee for the entry, installation, or hookup of a trailer, site development or placement of private improvements, or landscaping, except for an actual fee or cost imposed by a local governmental ordinance or requirement directly related to the development of the specific site upon which the trailer is located and not incurred as a portion of the development of the resort as a whole.

(b) A concessionaire may charge a permittee a fee for processing documents associated with (a) above, provided that, the concessionaire actually renders the permittee a service.

(c) Reasonable landscaping and maintenance requirements may be included in the resort rules and regulations. The concessionaire shall not require a permittee or prospective permittee to purchase, rent, or lease goods or services for landscaping from any specific person, company, or corporation.

6. Utility meter service -- billing

Where the concessionaire provides both master meter and sub-meter service of utilities to a permittee, for each billing period the cost of the charges for the period shall be separately stated along with the opening and closing readings for his meter, unless the charge represents a flat monthly fee.

7. Security deposit -- refund

(a) The concessionaire may only demand a security deposit on or before execution of a permit and the security deposit may not be in an amount or value in excess of an amount equal to two months fee that is charged at the inception of the permit, in addition to any fee for the first month. In no event shall additional security deposits be demanded of a permittee following the initial execution of a permit.

(b) After the permittee has promptly paid to the concessionaire within five days of the date the amount is due for any 12 consecutive month period subsequent to the collection of the security deposit, or upon resale of the trailer, whichever occurs earlier, the concessionaire shall, upon the receipt of a written request from the permittee, refund to the permittee the amount of the security deposit within 30 days following receipt of the written request or the resale of the trailer. This section applies to all security deposits collected on or after January 1, 1989.

(c) In the event that the interest in the resort is transferred to any other party or entity, the successor in interest shall have the same obligations of the concessionaire contained in this section with respect to the security deposit.

(d) The concessionaire shall not be required to place any security deposit collected in an interest-bearing account or to provide a permittee with any interest on the security deposit collected.

8. Disclosure of permittee utility services used by the resort

(a) Whenever a permittee is responsible for payment of gas, water, or electric utility service, the concessionaire shall disclose to the permittee any condition by which a gas, water, or electric meter on the permittee's site measures gas, water, or electric service for common area facilities or equipment, including lighting, provided that the concessionaire has knowledge of the condition. The concessionaire shall disclose this information prior to the inception of the permit or upon discovery and shall complete either of the following:

(1) Enter into a mutual written agreement with the permittee for compensation by the concessionaire for the cost of the portion of the service measured by the permittee's meter for the common area facilities or equipment; and,

(2) Discontinue using the meter on the permittee's site for the utility service to the common area facilities and equipment.

D. PERMITTEE MEETINGS WITH CONCESSIONAIRE

1. Concessionaire/permittees meetings

(a) The concessionaire shall meet and confer with the permittees, upon written request, within 30 days of the request, either individually, collectively, or with representatives of a group of permittees who have signed a request, submitted to the concessionaire to be so represented on the following matters:

(1) Amendments to resort rules and regulations;

(2) Maintenance of physical improvements in the resort; and,

(3) Addition, alteration, or deletion of service, equipment, or physical improvements.

(b) Any collective meeting shall be conducted only after notice thereof has been given to all the requesting permittees 10 days or more before the meeting.

E. TERMINATION OF TENANCY

1. Authorized reasons for termination.

(a) The permittee receives a notice of noncompliance of a local ordinance or state law or regulation relating to trailers from an appropriate governmental agency, and fails to comply with the notice within the time requirements designated by such notice.

(b) Conduct by the permittee, upon the resort premises, which constitutes a substantial annoyance to other permittees.

(c) Conviction of the permittee for a criminal offense if the act resulting in the conviction was committed anywhere on the premises of the resort, including, but not limited to, within the permittee's trailer.

(d) Failure of the permittee to comply with a reasonable rule or regulation of the resort which is part of the permit, or any amendment thereto. No act or omission of the permittee shall constitute a failure to comply with a reasonable rule or regulation unless and until the concessionaire has given the permittee written notice of the alleged rule or regulation violation and the permittee has failed to adhere to the rule or regulation within seven days. However, if a permittee has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12-month period after the permittee has violated that rule or regulation, no written notice shall be required for subsequent violation of the same rule or regulation. Nothing in this section shall relieve the concessionaire from its obligation to demonstrate that a rule or regulation has in fact been violated.

(e) Nonpayment of fees, utility charges, or reasonable incidental service charges.

(f) Termination of the concession agreement.

(g) Change of use of the resort or any portion thereof, provided:

(1) After a change of land use for the resort has been approved by the administering agency, the concessionaire shall give the permittees one year's written notice of termination of permit. The concessionaire in the notice shall disclose and describe in detail the nature of the land use change;

(2) The concessionaire shall give each proposed permittee written notice thereof prior to the inception of his or her permit that the concessionaire is requesting a change of use before the administering agency or that a change of use request has been granted.

2. Termination to make space for buyer of trailer from concessionaire prohibited

No permit shall be terminated for the purpose of making a permittee's site available for a person who purchased a trailer from the concessionaire or his agent.

3. Notice by permittee

A permittee shall give written notice to the concessionaire of not less than 60 days before terminating his or her permit, unless such termination arises out of the sale of the trailer to an accepted prospective permittee.

F. TRANSFER OF TRAILER OR RESORT

1. Advertising

(a) A permittee, an heir, joint permittee, or personal representative of the estate who gains ownership of a trailer in the resort through the death of the owner of such trailer who was a permittee at the time of his or her death, or the agent of any such person, may advertise the sale or exchange of his or her trailer by displaying a sign in the window of the trailer, or by a sign posted on the side of the trailer facing the street, or by a sign in front of the trailer facing the street, stating that the trailer is for sale. Any such person also may display a sign conforming to these requirements indicating that the trailer is on display for an "open house," unless the resort rules prohibit the display of an open house sign.

(b) The sign shall state the name, address, and telephone number of the owner of the trailer or his or her agent and the sign face shall not exceed 24 inches in width and 36 inches in height. Signs posted in front of a trailer pursuant to this section may be of an H-frame or A-frame design with the sign face perpendicular to, but not extending into, the street. Permittees may attach to the sign or their trailer tubes or holders for leaflets which provide information on the trailer for sale, exchange, or rent.

2. Transfer or selling fee

(a) The concessionaire shall not charge a permittee, an heir, joint tenant, or personal representative of the estate who gains ownership of a trailer in the resort through the death of the owner of the trailer who was a permittee at the time of his or her death, or the agent of any such person a transfer or selling fee as a condition of a sale of his or her trailer unless the concessionaire performs a service in the sale.

(b) The concessionaire shall not charge a prospective permittee or his or her agent, upon purchase of a trailer, a fee as a condition of approval for a permit in a resort unless the concessionaire performs a specific service in the sale.

3. Removal prior to sale to another party

The concessionaire and Reclamation may require the removal of a trailer from the resort prior to the event of its sale to another party if one or more of the following should apply:

(a) It is more than 20 years old, or more than 25 years old if manufactured after September 15, 1971, and is 20 feet wide or more, and the mobile home does not comply with the health and safety standards provided in Sections 18550, 18552, and 18605 of the Health and Safety Code and the regulations established thereunder, as determined following an inspection by the appropriate enforcement agency, as defined in Section 18207 of the Health and Safety Code.

(b) The trailer is more than 17 years old, or more than 25 years old if manufactured after September 15, 1971, and is less than 20 feet wide and the trailer does not comply with the construction and safety standards under Sections 18550, 18552, and 18605 of the Health and Safety Code, and the regulations established thereunder, as determined following an inspection by the appropriate enforcement agency, as defined in Section 18207 of the Health and Safety Code.

(c) It is in a significantly rundown condition or in disrepair, as determined by the general condition of the trailer and its acceptability to the health and safety of the occupants and to the public, exclusive of its age.

(d) To determine if a trailer should be removed for cause as described in sections (a), (b), and (c) above, the concessionaire shall develop criteria to evaluate the general condition and livability of the trailer and its accessory structures, and shall bear the burden of demonstrating that the trailer is in a significantly rundown condition or in disrepair.

(e) Resulting from a land use change or for environmental reasons, the site may no longer be used for the placement of the trailer.

4. Approval of purchaser

(a) The concessionaire may require the right of prior approval of a purchaser of a trailer that will remain in the resort and that the selling permittee or his or her agent give notice of the sale to the concessionaire before the close of the sale. Approval cannot be withheld if the purchaser has the financial ability to pay the fees and charges of the resort unless the concessionaire reasonably determines that, based on the purchaser's prior tenancies, he or she will not comply with the rules and regulations of the resort. In determining whether the purchaser has the financial ability to pay the fees and charges of the resort, the concessionaire shall not require the purchaser to submit copies of any personal income tax returns in order to obtain approval for a permit in the resort. However, concessionaire may require the purchaser to document the amount and source of his or her gross monthly income or means of financial support.

Upon request of any prospective permittee who proposes to purchase a trailer that will remain in the resort, concessionaire shall inform that person of the information the concessionaire will require in order to determine if the person will be acceptable as a permittee in the resort.

Within 15 business days of receiving all of the information requested from the prospective permittee, the concessionaire shall notify the seller and the prospective permittee, in writing, of either acceptance or rejection of the application, and the reason if rejected. During this 15-day period the prospective permittee shall comply with the concessionaire's request, if any, for a personal interview. If the approval of a prospective permittee is withheld for any reason other than those stated in this article, the concessionaire or owner may be held liable for all damages proximately resulting therefrom.

(b) If the concessionaire collects a fee or charge from a prospective purchaser of a trailer in order to obtain a financial report or credit rating, the full amount of the fee or charge shall be credited toward payment of the first month's rent for that trailer purchaser. If, for whatever reason, the prospective purchaser is rejected by the concessionaire, the prospective purchaser shall not be entitled to a refund of that fee or charge. If the prospective purchaser is approved by the concessionaire, but, for whatever reason, the prospective purchaser elects not to purchase the trailer, the concessionaire may retain the fee to defray its administrative costs.

5. Sale or transfer of trailer to remain in resort

(a) An escrow, sale, or transfer agreement involving a trailer located in a resort at the time of the sale, where the trailer is to remain in the resort, shall contain a copy of either a fully executed permit or a statement signed by the resort's concessionaire and the prospective permittee that the parties have agreed to the terms and conditions of a permit.

(b) In the event the purchaser fails to execute the permit, the purchaser shall not have any rights of use.

(c) In the event that the purchaser of a trailer does not have a permit and is not otherwise entitled to occupy the trailer pursuant to this policy, the purchaser is considered an unlawful permittee.

(d) The purchaser of the trailer shall not be considered an unlawful permittee and shall not be subject to the provisions of subsection (c) if all of the following conditions are present:

- (1) The perspective permittee is the registered owner of the trailer;
- (2) The concessionaire has determined that the perspective permittee has the financial ability to pay the fees and charges of the resort; will comply with the rules and regulations of the resort, based on the occupant's prior tenancies; and will comply with this policy;
- (3) The concessionaire failed or refused to offer the perspective permittee a permit, and such a permit offer shall be made.

6. Rights/responsibilities of heir or joint permittee

(a) An heir, joint permittee, or personal representative of the estate who gains ownership of a trailer in the resort through the death of the owner of the trailer who was a permittee at the time of his or her death shall have the right to sell the trailer to a third party in accordance with the provisions of this article, but only if all the permittee's responsibilities and liabilities to the concessionaire regarding fees, utilities, and reasonable maintenance of the trailer and its premises which have arisen since the death of the permittee have been satisfied as they have accrued pursuant to the permit in effect at the time of the death of the permittee up until the date the trailer is resold.

(b) In the event that the heir, joint permittee, or personal representative of the estate does not satisfy the requirements of subsection (a) with respect to the satisfaction of the permittee's responsibilities and liabilities to the concessionaire which accrue pursuant to the permit in effect at the time of the death of the permittee, the concessionaire shall have the right to require the removal of the trailer from the resort.

(c) Prior to the sale of a trailer by an heir, joint permittee, or personal representative of the estate, that individual may replace the existing trailer with another trailer, either new or used, or repair the existing trailer so that the trailer to be sold complies with health and safety standards provided in Sections 18550, 18552, and 18605 of the Health and Safety Code, and the regulations established thereunder. In the event the trailer is to be replaced, the replacement trailer shall also meet current standards of the resort as contained in the resort's most recent written requirements issued to prospective permittees.

(d) In the event the heir, joint permittee, or personal representative of the estate desires to establish a permit with the resort, that individual shall comply with those provisions of this policy which identify the requirements for a prospective purchaser of a trailer that remains in the resort.

7. Foreclosure of trailer

Any legal owner or junior lienholder who forecloses on his or her interest in a trailer located in a resort shall have the right to sell the trailer within the resort to a third party, in accordance with this policy, but only if all the permittee's responsibilities and liabilities to the concessionaire regarding fees, utilities, and reasonable maintenance of a trailer and its premises are satisfied by the foreclosing creditor as they accrue through the date the trailer is resold.

8. Sale of resort and assignment of concession agreement -- notice to permittees

Not less than 30 days before the sale of the resort and transfer of the concession agreement, the concessionaire shall notify all resort permittees in writing of their intent to sell or transfer the resort to another party.

9. Concessionaire cannot prohibit listing and cannot require the listing by the concessionaire as a condition of buyer approval

The concessionaire (1) shall not prohibit the listing or sale of a used trailer within the resort by the permittee, an heir, joint permittee, or personal representative of the estate who gains ownership of a trailer in the resort through the death of the owner of the trailer who was a permittee at the time of this or her death, or the agent of any such person other than the management, (2) nor require the selling permittee to authorize the concessionaire to act as the agent in the sale of a trailer as a condition of approval of the buyer or prospective permittee.

10. Site disclosure statement

(a) Prior to the sale of any trailer, the existing permittee must contact and notify the concessionaire of their intent to sell their trailer. The concessionaire shall initiate a "Site Disclosure Statement" and shall maintain the Site Disclosure Statement for review by individuals wishing to purchase said trailer.

(b) Prior to the sale of any trailer, any conditions or requirements identified on the Site Disclosure Statement for that trailer must be completed by the existing permittee, or an agreement reached by and between the concessionaire and the prospective permittee for the completion of such conditions or requirements to the satisfaction of the concessionaire.

G. ACTIONS, PROCEEDINGS, AND PENALTIES

1. Action against concessionaire by permittee

(a) No action based upon the concessionaire's alleged failure to maintain the physical improvements in the common facilities in good working order or condition or alleged reduction of service may be commenced by a permittee unless the concessionaire has been given at least 30 days' prior written notice of the permittees concerns.

(b) The notice shall be in writing, signed by the permittee or permittees making the allegations, and shall notify the concessionaire of the basis of the claim, the specific allegations, and remedies requested.

(c) For purpose of this section, the concessionaire shall be deemed to be notified of an alleged failure to maintain the physical improvements in the common facilities in good working order or condition or of an alleged reduction of services upon substantial compliance by the permittee or permittees with the provisions of subsection (b) or when concessionaire has been notified of the alleged failure to maintain or the alleged reduction of services, by a state or local agency.

(d) If after the 30 days the concessionaire has not appropriately corrected, or notified the permittee of their intent to correct the condition, the permittee may notify the administering agency of such alleged failure to maintain the physical improvements in the common facilities in good working order or condition or alleged reduction of service, in the same manner as identified in subsection (b) above.

(e) This section does not apply to actions for personal injury or wrongful death.

2. Default of the Concession Agreement

(a) The substantial failure of the concessionaire to provide and maintain physical improvements in the common facilities in good working order and condition may be deemed a default of the concession agreement.

APPROVED: June 16, 1994